

INVITATION TO BID (ITB)

Temporary Labor Services

ITB Number:	13-0004		Contracting Officer:	Susan Dugan	
Bid Due Date:	January 9, 2013		Pre-Bid Conf. Date:	N/A	
Bid Due Time:	3:00 p.m.		ITB Issue Date:	December 11, 2012	
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Pre-Bid Conference/Wal	k-Thru:	Not applicable			
opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein. Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.					
NO-RESPONSE REPLY					
If any vendor does <u>not</u> want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.					
Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service					
Please remove our firm from Lake County's Vendor's List for this product / service.					
VENDOR IDENTIFICATION					
Company Name:			Phone Number:		
E-mail Address:			Contact Person:		

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the temporary labor services in conjunction with the County's needs.

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Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Susan Dugan, CPPB, Senior Contracting Officer Lake County BCC Office of Procurement Services 315 W. Main Street, Room 441 PO BOX 7800 Tavares, FL 32778-7800

Phone: 352.343.9839 Fax: 352.343.9473

E-mail: sdugan@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless

otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Periodic Invoices for Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each week has been completed. In addition to the general invoice requirements set forth below, the invoices shall be sent directly to the County Department where the temporary employee was assigned. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of temporary services. Under no circumstances shall the invoices be submitted to the County in advance of the temporary services.

Invoices shall provide the following information:

Contractor's Name, address and phone number
Temporary Employee Name and County Work Location
Name of County Employee the Temporary Employee is to report to
Hourly rate
Date and Number of hours the temporary employee worked
Date and Number of hours the temporary employee worked over time
Invoice total

All invoices shall contain the contract and/or purchase order number, date and location of service, and confirmation of acceptance of services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

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An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
Or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

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Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$	
Garage Keepers Liability at coverage value:	\$

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

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All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements-Fidelity Bond

If applicable, a fidelity bond with Blanket Employee Dishonest Coverage in the amount of \$5,000 shall be provided by the Contractor upon request by the County. A copy of the form(s) providing the coverage shall be submitted with the Certificate of Insurance. The Fidelity Bond must include DESIGNATED EMPLOYEES ON PREMISES OF CUSTOMER/LEGAL LIABILITY Endorsement.

Section 1.10: Completion of Work

As specified in Statement of Work.

Section 1.11 Acceptance of Goods or Services

The services rendered under the contract shall be deemed complete and accepted when the temporary employee timesheet is signed off by the County.

Section 1.12 Warranty-

Not Applicable

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal

Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

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To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will <u>not</u> be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal IN PERSON, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES 315 W. MAIN STREET 4TH FLOOR, ROOM 441 TAVARES, FLORIDA

If you submit your bid or proposal by the UNITED STATES POSTAL SERVICE (USPS), please mail it to:

LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 32400 COUNTY ROAD 473 LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will <u>not</u> be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs

incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official <u>authorized</u> to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

- > Pricing shall be completed as directed within Section 4.
- > Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- > Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- > Complete all certifications included within Section 4 of the solicitation.
- > Complete the reference information sheets (include at least three references) contained within the solicitation.
- > Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- > If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Minimum Wages

Under this contract, the wage rate paid to all employees employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.15: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (eg; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

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Section 1.16: Administrative Reports

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide report(s) on a quarterly basis to the County as to the nature of the goods and/or services purchased from them by the County during the preceding three months. Each report shall include the quantity, description and unit price(s) of the goods and/or services.

The report(s) is to be submitted in writing to Lake County Procurement Services.

Attention: Susan Dugan.

Address: P.O. Box 7800, Tavares, Florida 32778

Each report shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to comply with this reporting requirement may be considered a breach of performance and subject to formal proceedings in that regard.

Section 2 Scope of Services

Provide personnel as temporary labor to the County as required herein.

Section 2.1 Orders

Temporary labor will be ordered by the County as needed. Requests for temporary employees will be either in writing or via telephone call from the requesting department and shall include days and hours to be worked, work location, contact person and any special safety equipment that may be necessary to perform the job. Work hours for temporary labor/personnel will be determined by the ordering department.

Section 2.2 Overtime

Temporary labor shall be paid overtime for work performed in excess of forty (40) hours per week at a rate of 1.5 times the hourly rate. Such overtime shall be pre-approved by the County Department Director and verified on the temporary labor/personnel time sheet and signed by the County Department Director.

Section 2.3 Termination of a Temporary Labor

Temporary labor may be terminated by the County for any reason, at any time, at the sole discretion of the County. Any temporary employee using drugs or alcohol shall be terminated. There shall be no charge to the County for the following:

- 1. Cancellation of temporary labor at least two (2) hours before the person is scheduled to start work. If the County is unable to give a two (2) hour notice, the Contractor shall be paid for two (2) hours of work time for each affected temporary employee.
- 2. If the temporary labor is not working to the satisfaction of the County. The County may relieve the temporary labor of their duties and the County may request a replacement.
- 3. Temporary labor interviews at a County location. The County may require interviews of temporary employees to obtain a suitable employee for the County position. Also, transportation to and from the interview is the sole responsibility of, and cost of, the Contractor.

Section 2.4 Temporary Labor Requirements

The temporary employees shall meet or exceed each of the following requirements:

1. Ability to project a professional image and deal effectively with the public, as most temporary labor will have high public exposure.

- 2. Punctuality and attendance.
- 3. Ability to following instructions/directions and the ability to work independently after receiving instructions/directions. Physically and mentally able to perform the essential functions of the temporary position.
- 4. Possess safety equipment required to perform the job requested including but not limited to work/rubber gloves, safety shoes/ boots, hats, safety glasses and safety vests. Safety equipment shall meet or exceed the quality of the equipment that is currently used by the County.
- 5. Dress Code: The County will advise the Contractor, at the time of the order, the appropriate work attire for the job. All temporary employees shall dress in a manner which is appropriate to the type of work performed and have a neat and orderly appearance.
- 6. Possess appropriate drivers license as required for heavy equipment operation and/or truck driving.
- 7. Temporary labor shall be a United States Citizen or the Contractor shall provide documentation to the County evidencing that the person has legal permission to work in the United States.
- 8. Temporary labor shall be required to speak, read and write English

Section 2.5 Contractor shall provide the following:

- 1. A replacement within twenty-four hours for any temporary employee who is unable to perform duties to the satisfaction of the County. Replacement employee requirements are the same as temporary employees.
- 2. A local and out of state criminal background check for each proposed temporary employee shall be completed by the Contractor. Each background check shall follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Justice Standards and Training. If there is anything found on the background check, the Contractor shall provide a copy to the Lake County Human Resources Department for review and approval. The background check must be approved before the employee starts work with the County.
- 3. A copy of the proposed temporary labor drivers license for equipment operator or truck driver positions so that a seven year driving record can be run by the County.
- 4. A drug and alcohol screening per the Department of Transportation (DOT) standards for each temporary employee. Any proposed temporary employee who has a positive test would not be acceptable.

- 5. A designated contracting manager. Contract manager shall liaison with the County for job requirements of temporary employees, complaints, concerns and issues that may arise throughout the duration of any contract derived from this bid request.
- 6. An incentive program which promotes the temporary employee longevity with the County. Temporary employees who complete (long term) job assignments shall be rewarded with a bonus.

Section 2.6 Additional Work

Written requests for temporary labor, not specifically noted in this bid, will be forwarded to the Contractor from the County Human Services Department. Contractor shall submit a written quoted price to Procurement Services for approval and/or negotiation. Upon approval of the temporary employee and quoted price by Procurement Services, the County will provide an order in writing to the Contractor.

Section 2.7 Temporary labor hired by the County

In the event any of the temporary labor apply and are offered a position with the County, there shall be <u>no</u> charges or stipulations to the County (i.e. buy-outs or penalties).

Section 2.8 Accident/Incident Reporting

Temporary labor are required to report any accidents or incidents immediately to the County Supervisor and follow up with the appropriate paperwork and/or instructions provided by the County Supervisor.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

- 1. Disclosure of Employment
- 2. Disclosure of Ownership
- 3. Drug-Free Workplace
- **4.** W-9 and 8109 Forms The vendor must furnish these forms upon request as required by the Internal Revenue Service.
- Social Security Number The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
- 6. Americans with Disabilities Act (A.D.A.)
- 7. Conflict of Interest
- 8. Debarment Disclosure Affidavit
- 9. Nondiscrimination
- 10. Family Leave
- Antitrust Laws By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should <u>not</u> discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of , or Mistake in, Bid

<u>Changes to Bid</u> - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

<u>Mistake in Bid</u> - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of

- the form may result in the rejection of the bid.
- **B.** The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid.

 FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- **F.** When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate if requested by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from

paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- **F.** The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the

required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

ITB TITLE: Temporary Labor Services

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail)
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:	
The bidder must list below the dates of issue fo	r each addendum received in connection with this ITB:
Addendum #1, Dated: Addendum #2, Dated: Addendum #3, Dated:	
Addendum #4, Dated: Part II:	
☐ No Addendum was received in connection	with this ITB.

PRICING SECTION

Award will be made by category. It is not necessary to bid on all items to be considered.

Item	D	G 1
No.	Description	Cost per hour
1.	Customer Service Representative/Receptionist	\$
2.	Office Associate I	\$
3.	Office Associate IV	\$
4	Data Entry	\$
5.	General Labor	\$
6.	Custodian	\$
7.	Traffic Flagger	\$
8.	Landfill Attendant	\$
9.	Equipment Operator with Class "A", "B" or "C" CDL License (as applicable)	\$
10.	Truck Driver with Class "A" or "B" CDL License (as applicable)	\$
11.	Delivery Services Driver/Operator	\$

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process Vendor will accept payment using the County's VISA- based electronic payment system: Yes No	
Purchasing Agreements with Other Government Agencies	
This section is optional and will not affect contract award. If Lake County awarded you the proposed cont	ract
would you sell under the same terms and conditions, for the same price, to other governmental agencies in the S	State
of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its	owr
purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check	one

Certification Regarding Felony Conviction Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)		
and 2-222;, a process under which a local ven reciprocal manner within Lake County. The formula 1. Primary business location of the responding 2. Does the responding vendor maintain a s	ned, under Lake County Code, Chapter 2, Article VII, Sections 2-221 dor preference program applied by another county may be applied in a bllowing information is needed to support application of the Code: g vendor (city/state):	
to ownership, other clients, contracts, or inte understanding, agreement, or connection with services, and is in all respects fair and without	or agent of the firm has any conflicts of interest, real or apparent, due erests associated with this project; and, this bid is made without prior in any corporation, firm, or person submitting a proposal for the same	
General Vendor Information and Bid S	Signature:	
G		
	x No.: E-mail:	
FEIN No	Prompt Payment Terms: % days, net	
Signature:		
Print Name:		
Award of Contract by the County: (Off		
By signature below, the County confirms awa solicitation. A separate purchase order will be	rd to the above-identified vendor under the above identified e generated by the County to support the contract.	
Vendor awarded as:		
Sole vendor	Pre-qualified pool vendor based on price	
Pre-qualified pool vendor (spot bid)	Primary vendor for items:	
Secondary vendor for items:	Other status:	
Signature of authorized County official:	Date:	
Printed name:	Title:	
Purchase Order Number assigned to this contr	act for billing purposes:	

THE FOLLOWING DOCUMENTS ARE ATTACHED

ITB Number: 13-0004

Attachment 1: Reference Form

Attachment 2 List of Job Descriptions

ATTACHMENT 1 REFERENCE FORM

ITB Number: 13-0004

List references which best illustrate your firm's current qualifications relevant to this request.

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
#2 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
#3 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT 2

ITB Number: 13-0004

JOB DESCRIPTIONS

1. CUSTOMER SERVICE REPRESENTATIVE/RECEPTIONIST

The essential function of the position within the organization is to perform routine administrative assistance and clerical work in support of effective and efficient office operations, to provide professional and courteous customer service at all times, and to perform related duties as required. The position works under direct supervision according to set procedures.

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs routine secretarial and clerical work in support of effective and efficient office operations. Greets office visitors; directs visitors to appropriate office and/or provides information and assistance as requested. Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate personnel; takes messages as needed; may use two-way radio to communicate with field personnel. Receives, reviews and distributes inner office mail. Provides clerical assistance to other staff, which may include but not be limited to scheduling appointments, making telephone calls, filing, typing, copying, scanning, faxing and assembling materials.

Data Responsibility: "Data Responsibility" refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, works, symbols, ideas, concepts, and oral verbalizations.

Copies, enters or routes data or information.

Mathematical Requirements: Uses addition, subtraction, multiplication, and division.

Communications Requirements: Reads instructions, charts and/or procedures manuals; composes routine correspondence and completes job forms; speaks compound sentences using standard grammar and English.

Complexity of Work: Performs routine work involving set procedures and rules, with minimal problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

Impact of Decisions: Makes decisions with minimum impact.

Equipment Usage: Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer software, printers, copiers, fax machines, telephone.

Requires high school diploma or GED and valid Florida Driver's license.

Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

Sensory Requirements: The position requires normal visual acuity and field of vision, hearing and speaking abilities, color perception.

2. OFFICE ASSOCIATE I

The essential function of the position within the organization is to perform routine secretarial and clerical work in support of effective and efficient office operations, to provide professional and courteous customer service at all times, and to perform related duties as required. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs routine secretarial and clerical work in support of effective and efficient office operations. Answers the telephone; provides accurate information to callers and/or forwards calls to appropriate personnel; takes messages as needed; may use two-way radio to communicate with field personnel. Monitors and routes office -mails for appropriate response. Greets office visitors; directs visitors to appropriate office and/or provides information and assistance as requested. Schedule appointments, maintain calendars, makes travel and conference arrangements. Types, copies, files, may perform basic bookkeeping work as assigned, including processing invoices for payment, collecting and receipting various fees/fines/payments, processing purchase orders; prepares routine financial records and reports as required.

Data Responsibility: Copies, transcribes, enters or posts data or information.

People Responsibility: Provides assistance to people to achieve task completion.

Assets Responsibility: Requires minimum responsibility for only small quantities of low-cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

Mathematical Requirements: Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Communications Requirements: Reads technical instructions, charts and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

Complexity of Work: Performs semi-routine work involving set procedures and rules, but with frequent problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

Impact of Decisions: Makes decisions with moderate impact - affects those in work unit.

Equipment Usage: Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer software, printers, copiers, fax machine, telephone.

Requires high school diploma or GED and valid Florida Driver's license.

Experience Requirements: Requires one year of related experience.

Physical Demands: Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

Sensory Requirements: The position requires normal visual acuity and field of vision, hearing and speaking abilities,

3. OFFICE ASSOCIATE IV

The essential function of the position within the organization is to perform responsible and complex administrative, secretarial and clerical work in support of effective and efficient office operations. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

<u>PRIMARY DUTIES</u>: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs responsible and complex administrative, secretarial and clerical work in support of effective and efficient office operations. Provides administrative assistance which may include scheduling meetings and appointments, maintaining calendars, screening mail and telephone calls, composing routine correspondence for supervisor's signature, transcribing and preparing correspondence from notes or dictation, compiling data for use in managerial decision-making or report preparation, making travel and conference arrangements. May coordinate, perform or assist with specialized administrative, technical or clerical duties peculiar to the department to which assigned.

Data Responsibility: Compiles, examines or evaluates data or information and possibly recommends action based on results.

People Responsibility: Provides assistance to people to achieve task completion; may instruct or assign duties to co-workers.

Assets Responsibility: Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or account for materials, supplies or small amounts of money.

Mathematical Requirements: Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Communications Requirements: Reads journals and manuals; prepares specialized reports and business letters with proper format and grammar; speaks to groups of co-workers and people outside the organization.

Complexity of Work: Performs skilled work involving rules/systems with almost constant problem solving; requires normal attention with short periods of concentration for accurate results and occasional exposure to unusual pressure.

Impact of Decisions: Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

Equipment Usage: Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer software, printers, copiers, fax machine, telephone.

Safety of Others: Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Education: Requires associate's degree or the equivalent of two years of college or vocational school education in office management, secretarial science, accounting, business or a closely related field.

Requires valid Florida Driver's license.

Experience: Requires six years of related experience.

Physical Demands: Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

Sensory Requirements: The position requires normal visual acuity and field of vision, hearing and speaking abilities, color perception.

4. DATA ENTRY OPERATOR

The essential function of the position within the organization is to perform routine to moderately complex data entry and other clerical work in support of efficient and effective department operations. The position is responsible for entering, proofreading and retrieving computer data, assisting with other clerical tasks as assigned, and providing professional customer service at all times. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

<u>PRIMARY DUTIES</u>: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Enters, processes and retrieves information from computerized record-keeping systems. Generates computer reports and spreadsheets; compiles data for reports as requested. Proofreads and assists in verifying the accuracy of data entered; makes changes as necessary. Performs other routine clerical work, including but not limited to telephones, copying and filing, faxing, assembling materials, and processing daily mail. Receives and responds to inquiries and requests for assistance from other County departments, agencies, organizations, professionals and the public.

Data Responsibility: Collects, classifies, and formats data or information.

People Responsibility: Speaks with or signals to people to convey or exchange information.

Assets Responsibility: Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

Mathematical: Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Communication Requirements: Reads technical instructions, charts, and/or procedures manuals; composes routine reports and completes job forms; speaks compound sentences using standard grammar.

Complexity of Work: Performs semi-routine work involving set procedures and rules, but with frequent problems; requires normal attention with short periods of concentration for accurate results or occasional exposure to unusual pressure.

Impact of Decisions: Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

Equipment Usage: Handles machines, tools, equipment, or work aids involving little or no latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers and computer programs, telephone, copier, fax machine.

Safety of Others: Requires no responsibility for the safety and health of others.

Requires high school diploma, GED, or vocational training.

Requires six months of related experience.

Physical Demands: Requires sedentary work involving standing or walking for brief periods, exerting up to 10 pounds of force on a regular basis, and considerable dexterity in operating office equipment.

Sensory Requirements: The position requires normal visual acuity and field of vision, hearing and speaking abilities.

5. GENERAL LABOR

The essential function of the position within the organization is to perform semi-skilled and unskilled work in the maintenance of County facilities, grounds, roads and equipment. The position is responsible for performing manual tasks, operating and maintaining equipment and vehicles, and performing other work as assigned. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Performs semi-skilled and unskilled maintenance work to assist with the activities and operations of an assigned division or department of the County.

Performs general grounds keeping work, including mowing grass, applying pesticides and herbicides, removing debris, installing and maintaining plant materials, removing trees and other vegetation at work sites. Assists in maintaining and repairing equipment, plumbing and electrical maintenance and repair work.

Performs general custodial work as required. May assist with the construction and maintenance of County streets, roads, bridges, sidewalks, driveways and drainage structures.

Sets up meeting rooms and facilities for events as requested. Transports materials and equipment to and from work site.

Data Responsibility: Computes or performs arithmetic operations.

People Responsibility: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes the receiving information and instructions from supervisor.

Intelligence: Requires the ability to apply common sense understanding to carry out instructions and use independent judgment in routine situations.

Communications Requirements: Reads and writes simple sentences or instructions and speaks simple sentences using basic grammar.

Environmental Factors: Tasks are regularly performed out of doors and there may be exposure to dirt, dust, pollen, fumes and odors, wetness, rain, humidity, machinery, traffic hazardous, noise, vibrations, animals/wildlife, and toxic/poisonous agents.

Complexity of Work: Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Equipment usage: Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including vehicles, mowers, miscellaneous hand and power tools, custodial equipment and tools.

Safety of others: Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Unavoidable Hazards: The position may be exposed to extreme heat/cold, wet or humid conditions, bright/dim lights, dust or pollen, intense noise levels, vibration, fumes or noxious odors, moving mechanical parts, electrical shock, heights, disease/pathogens, traffic, animals/wildlife, toxic or caustic chemicals.

6. CUSTODIAN

The essential function of the position within the organization is to perform routine janitorial related services. This position works under direct supervision according to set procedures.

ITB Number: 13-0004

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

General office related cleaning of buildings including but not limited to offices, conference rooms, restrooms, kitchens, entrances, stairways and sidewalks. Position may be required to complete inspection reports.

Data Responsibility: Requires the ability to compare and/or judge the readily observable, functional, structural, or compositional characteristics of data, people or things.

Equipment Usage: Operate vacuum cleaner, broom, mop, floor polisher, extractor and pressure washer.

People Responsibility: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes receiving instructions, assignments and/or directions from supervisors.

Mathematical Requirements: Uses addition, subtraction, multiplication, division, decimals and percentages.

Complexity of Work: Performs semi-routine work with short periods of concentration for accurate results.

Impact of Decisions: Makes decisions with moderate impact.

Experience Requirements: Janitorial cleaning experience including the use of chemicals and machinery. Must be able to read, write, and speak English. Knowledge of biohazard cleanup is beneficial.

Physical Demands: Ability to exert up to one hundred pounds of force involving pushing or pulling actions. Must be able to lift and/or carry weights up to fifty pounds. Work involves moving, climbing, bending and stooping for short periods of time. Must be physically able to operate a variety of machinery and equipment including a vacuum, broom, mop, floor polisher, extractor and pressure washer. Some tasks require visual perception and discrimination and oral communications ability. Requires the ability to talk and/or hear: (talking: expressing or exchanging ideas by means of spoken words; hearing: perceiving nature of sounds by ear. May require the ability to differentiate between colors and shades of color.

Intelligence: Requires the ability to apply common sense understanding to carry out instructions furnished in written, oral or diagrammatic form. Must be able to use independent judgment in fairly routine and fairly non-routine situations. Requires the ability to read and write.

Environmental Factors: Tasks are regularly performed with exposure to dirt, dust, pollen, odors, wetness, humidity, machinery, vibrations and toxic/poisonous agents.

7. TRAFFIC FLAGGER

The essential function of the position within the organization is to provide traffic flagging services under direct supervision according to set procedures.

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

ITB Number: 13-0004

Directs traffic using flags and signs. Operates various tools and equipment including but not limited to small hand tools, lawn and power equipment.

People Responsibility: Speaks with or signals to people to convey or exchange information.

Mathematical Requirements: Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

Complexity of Work: Performs routine work following procedures, with occasional problems, requires normal attention for accurate results.

Equipment Usage: Handles traffic flags, signs, machines, tools or work aids involving moderate latitude for judgment.

Safety of Others: Requires above normal responsibility for safety and health of others and/or for enforcement of the standards of public safety or health.

Education Requirements: Requires high school diploma, GED, or vocational training.

Licenses, Certifications and Registrations Required: Requires current Florida Certification in Maintenance of Traffic.

Physical Demands: Requires standing or walking for long periods of time, exerting up to 50 pounds of force on a regular basis, and considerable dexterity in operating equipment. Must be able to work in adverse weather conditions including extreme heat and cold conditions.

Unavoidable Hazards: The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals.

9. <u>8ANDFILL ATTENDANT</u>

The essential function of the position within the organization is to perform customer service and clerical duties in support of daily County Landfill operations. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Greets and assists landfill and/or drop off center customers; observes and directs all incoming and outgoing traffic. Accurately assesses and quantifies waste materials; checks all loads for prohibited or hazardous materials. Enters customer/load data into log or on computer, or tracking system. Prepares daily and monthly reports as required. Answers the telephone; provides requested information.

Handles funds received as payment from customers.

Grass mowing and weed trimming.

Data Responsibility: Enters, copies, and posts data and information.

People Responsibility: Speaks with or signals to people to convey or exchange information.

Assets Responsibility: Requires minimum responsibility for only small quantities of low cost items or supplies where opportunities for achieving economies or preventing loss are negligible.

Mathematical Requirements: Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

Communications Requirements: Reads simple sentences or instructions; writes simple sentences; speaks simple sentences using basic grammar.

Complexity of Work: Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Equipment Usage: Handles machines, tools, equipment, or work aids involving some latitude for judgment regarding attainment of standard or in selecting appropriate items, including computers, printers, copier, calculator, and telephone. Spotter Certification preferred.

Safety of Others: Requires some responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Physical Demands: The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals.

9. EQUIPMENT OPERATOR

The essential function of the position within the organization is to perform operation of machinery and equipment. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Operate an assortment of machinery and equipment including but not limited to small loader (Walden), small skid steerer (Bobcat) and a forklift. Assist with maintaining equipment and performing field maintenance activities.

Licenses, Certifications and Registrations Required: Requires current Valid Florida Commercial Driver License (CDL) Class A, B, or C license.

People Responsibility: Speaks with or signals to people to convey or exchange information. Includes receiving instructions, assignments and /or directions from supervisors.

Assets Responsibility: Requires minimum responsibility for items or supplies where opportunities for achieving economies or preventing loss are negligible.

Mathematical Requirements: Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

Communications Requirements: Reads simple sentences or instructions; writes simple sentences; speaks simple sentences using basic grammar.

Complexity of Work: Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Safety of Others: Requires moderate responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Physical Demands: The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals.

Manual Dexterity: Requires the ability to handle a variety of items including but not limited to heavy equipment, control knobs and switches using eye/hand/foot coordination.

10. TRUCK DRIVER

The essential function of the position within the organization is to provide truck driving and general labor services as needed. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

Primary Duties: This list represents the essential tasks performed by the position. Employees may be assigned additional duties by management as required.

Truck driving which may include but not be limited to the following:

Assist with the County's debris cleanup Courier for delivery of Library materials

Operates a hand truck.

Keeps daily records of delivery activity.

Notifies proper authorities and the system about involvement in any motor vehicle or any citations received.

Licenses, Certifications and Registrations Required: Requires current Valid Florida Commercial Driver License (CDL) Class A, and/or B, as applicable..

People Responsibility: Speaks with or signals to people to convey or exchange information. Includes receiving instructions, assignments and /or directions from supervisors.

Assets Responsibility: Requires moderate responsibility for items or supplies where opportunities for achieving economies or preventing loss are negligible.

Mathematical Requirements: Uses addition, subtraction, multiplication and division; may compute ratios, rates, and percents.

Communications Requirements: Reads simple sentences or instructions; writes simple sentences; speaks simple sentences using basic grammar.

Complexity of Work: Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Safety of Others: Requires moderate responsibility for safety and health of others and/or for occasional enforcement of the standards of public safety or health.

Physical Demands: The position is exposed to bright/dim lights, dust or pollen, intense noise levels, fumes or noxious odors, moving mechanical parts, disease/pathogens, traffic, toxic or caustic chemicals. Tasks involve the ability to exert physical effort which may involve lifting, carrying, pushing and/or pulling of weight 0 to 100 pounds. Work may involve moving, climbing, bending lifting, carrying items, shoveling, and stooping for short periods of time. Must be physically able to operate a hand truck..

Manual Dexterity: Requires the ability to handle a variety of items including but not limited to control knobs and switches using eye/hand/foot coordination.

11. DELIVERY SERVICES DRIVER/OPERATOR

The essential function of the position within the organization is to transport materials, supplies and equipment between County libraries and other offices. This position is responsible for sorting, picking up and delivering items, maintaining delivery van, and performing related work as assigned. The position works under direct supervision according to set procedures.

ITB Number: 13-0004

Picks up and delivers materials between libraries, Library Services Administration building, and County office, including but not limited to books, audio-visual materials, computer equipment, office supplies and inter-office mail.

Examines and sorts all materials to ensure delivery to proper locations.

Manually loads materials into assigned van.

Determines the most efficient daily route, and sets priorities for delivery assignments.

Maintains accurate and up-to-date logs of all pick-ups and deliveries.

Operates and maintains delivery van; cleans van regularly; conducts safety inspections; initiates and schedules vehicle maintenance as necessary.

Provides information and assistance to co-workers, library patrons and the general public as requested.

Relates to individuals who have contact with or are influenced by the position.

Provides assistance to people to achieve task completion.

Requires some responsibility for achieving minor economies and/or preventing minor losses through the handling of or accounting for materials, supplies, or small amounts of money.

Computes or performs arithmetic operations. Uses addition, subtraction, multiplication, and division; may compute ratios, rates, and percents.

Reads routine sentences or instructions; writes routine sentences and completes routine work forms; speaks routine sentences using standard grammar.

Performs semi-routine work following procedures, with occasional problems; requires normal attention for accurate results.

Makes decisions with moderately serious impact - affects work unit and may affect other units or citizens.

Coordinates the handling of vehicles, tools, equipment, or work aids involving extensive latitude for judgment regarding attainment of standard or in selecting appropriate items.

Requires considerable responsibility for the safety and health of others and/or continuous enforcement of the laws and standards of public health and safety.

Requires high school diploma, GED, or vocational training and a valid Florida driver's license.

Requires one year of related experience.

Requires heavy work involving exerting 50 to 100 pounds of force on a regular basis and exceptional dexterity and skill in operating vehicles and hand trucks.

The position is exposed to extreme heat/cold, wet or humid conditions, bright/dim lights, dust or pollen, vibration, fumes or noxious odors, traffic.

The position requires normal visual acuity and field of vision, hearing and speaking abilities, color perception.